

ESTTA Tracking number: **ESTTA1312030**  
Filing date: **09/25/2023**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding no.	92075393
Party	Plaintiff Mobigame
Correspondence address	PATRICK J. CONCANNON NUTTER, MCCLENNEN & FISH, LLP SEAPORT WEST, 155 SEAPORT BOULEVARD BOSTON, MA 02210 UNITED STATES Primary email: docket@nutter.com Secondary email(s): pconcannon@nutter.com, mmiller@nutter.com, docket@nutter.com 617-439-2177
Submission	Testimony For Plaintiff
Filer's name	Patrick J. Concannon
Filer's email	pconcannon@nutter.com, mmiller@nutter.com, docket@nutter.com
Signature	/PJC/
Date	09/25/2023
Attachments	Randall Copeland Declaration.pdf(5083470 bytes ) Randall Copeland Declaration Exhibits A-E.pdf(2722059 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of  
Reg. No. 5,934,761

Registered December 17, 2019

MOBIGAME,

Petitioner,

v.

EDGE GAMES, INC.,

Respondent.

Cancellation No. 92075393

**NOTICE OF FILING OF TESTIMONY DECLARATION OF RANDALL COPELAND  
BY PETITIONER**

Petitioner MOBIGAME hereby offers into evidence and makes of record in the above-captioned proceeding the Testimony Declaration of Randall Copeland, dated September 25, 2023.

Dated: September 25, 2023

MOBIGAME

By its Attorneys



Patrick J. Concannon  
pconcannon@nutter.com  
Micah W. Miller  
mmiller@nutter.com  
Nutter, McClennen & Fish, LLP  
Seaport West, 155 Seaport Boulevard  
Boston, MA 02210  
Telephone: (617) 439-2000

CERTIFICATE OF SERVICE

I hereby certify that the foregoing NOTICE OF FILING OF TESTIMONY DECLARATION OF RANDALL COPELAND BY PETITIONER was served via email upon Respondent at edgegames@gmail.com on this 25<sup>th</sup> day of September 2023.



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Patrick J. Concannon

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of  
Reg. No. 5,934,761

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MOBIGAME,

Petitioner,

v.

EDGE GAMES, INC.,

Respondent.

Cancellation No. 92075393

**TESTIMONY DECLARATION OF RANDALL COPELAND**

Randall Copeland, of full age, declares as follows:

1. I am Chief Executive Officer of Velocity Holdings, LLC (“VH”), which does business as Velocity Micro. I was Chief Executive Officer of Velocity Micro, Inc. (“VMI”), which also did business as Velocity Micro, until it was dissolved in December 2013. VH was formed in January 2014 and owns some of the assets of VMI.
2. VH is, and VMI was, headquartered in Richmond, Virginia. VMI was incorporated in 1998, and manufactured and sold computer equipment, including computer workstations, custom gaming PCs, notebooks, servers, and related peripherals.
3. Beginning in 1998, VMI used the trademark “GAMER’S EDGE” and “EGE” to identify its various gaming PC models that it manufactured and sold.
4. On February 15, 2008, The Edge Interactive Media, Inc. (“EIM”) sent to VMI the letter attached at Exhibit A. The letter demanded that in view of EIM’s purportedly valid

trademark registration rights, VMI must cease use of EDGE and GAMER'S EDGE and pay to EIM all of its gross revenue stemming from the sales of gaming equipment bearing those marks.

5. The GAMER'S EDGE trademark registration rights referred to in EIM's demand letter referred to U.S. Reg. No. 3,381,826 (since cancelled by the United States District Court for the Northern District of California under Trademark Act Section 37, 15 U.S.C. § 1119), which covered:

Computers; computer hardware; computer peripherals; computer games software; plug-on computer interface boards; computer accessories, namely, keyboards, mice, player-operated electronic game controllers for computers and electronic video game machines, computer memories, headphones, augmented reality headsets for use with computers and video game machines, virtual reality headsets for use with computers and video game machines, storage disc cases, video display and capture cards, sound cards, audio speakers, web-cameras, carrying cases and bags, all for carrying portable computers or computer accessories; video game software; video game consoles, namely, video game machines for use with televisions and video monitors; video game accessories, namely, joysticks made for video games, video game interactive control floor pads and mats, and video game interactive remote control units; video game peripherals, namely, external hard drives for computers and video game machines and other storage devices in the nature of plug-in memory devices that attach to the USB port which are commonly known as "flash drives" or "thumb drives" and video adapters in the nature of adapters which convert the video output of the computer or video game machine to the video input of a monitor or television; set top boxes, cable modems, dsl modems

A print-out from the USPTO's database showing the status of that registration is attached at Exhibit B.

6. Upon receiving the aforementioned letter, VMI promptly researched EIM and determined that EIM had not sold any computer gaming machines under GAMER'S EDGE or EDGE as claimed or, to the extent it had, such use was *de minimus* and had ceased.
7. VMI initiated a cancellation action concerning Reg. No. 3,381,826 under Cancellation No. 92049162, alleging fraud, abandonment and priority and likelihood of confusion. Velocity Micro also on February 29, 2008 brought suit before the United States District

Court for the Eastern District of Virginia under civil action number 03:08CV135 – JRS alleging false designation of origin, unfair competition, common law infringement and fraud. The parties settled their dispute, resulting in a confidential license agreement under which Velocity Micro took a license to use “EDGE” from EIM. Before settlement, the United States District Court for the Eastern District of Virginia issued a Memorandum Opinion on November 7, 2008, a true and accurate copy of which is included at Exhibit C, which held that EIM in the proceeding had made “deliberate efforts to mislead the court” and “numerous representations [that] were part of the company’s conscious strategy to mislead the Court and unfairly delay these proceedings . . .” (Exh. C, p. 12).

8. In connection with the Virginia federal court proceeding described above, a “Jack Philipps,” purportedly Vice President of EIM, misrepresented to the court through signed declarations that VMI, “was clearly notified of Tim Langdell’s resignation from this corporation as its employee and as its agent for service” and that Tim Langdell had, “not received any communication relating to this matter.” (Exh. C, p. 9). The court later determined that such resignation was filed several months *after* VMI’s lawsuit was filed, and that the sworn declaration of “Mr. Philipps” was false and made for purposes of gaining procedural advantage in its defense of VMI’s claims. (Exh. C, p. 10).
9. At no time has EIM or Edge Games, Inc. engaged in meaningful quality control with respect to VMI’s manufacture or sale of products bearing GAMER’S EDGE or EDGE.
10. In or about November 2010 I was made aware that EIM had submitted a copy of an email (purportedly from me to Timothy Langdell) to the United Kingdom Intellectual Property Office (“UKIPO”). EIM submitted the email copy in connection with EIM’s defending a

trademark opposition before the UKIPO. The purported email was in response to a supposed EIM inquiry to me about the extent of VMI's sale of EDGE and GAMER'S EDGE products specific to the U.K. during the 2006-2009 timeframe, and read, "The figure is way over \$1m for each year." The email had been falsified. I never wrote such an email to EIM (or to Edge Games, Inc.). The UKIPO tribunal also noted in Paragraph 89 of its June 13, 2011 judgment that upon cross-examination Timothy Langdell claimed, "... we have been let down by Velocity Micro, who said they were selling to the UK." VMI never claimed or suggested to EIM (or to Edge Games, Inc.) that it sold GAMERS EDGE or EDGE products to the UK. In fact, it never did. Moreover, Timothy Langdell in his email to me inquired about sales figures generally and did not specify that he was inquiring about sales figures specific to the U.K.

11. Attached at Exhibit D is a true and correct copy of a declaration that I signed on December 3, 2010 entitled "First Witness Statement of Randall Copeland," and that was submitted by Future Publishing Limited in support of its position in a legal proceeding opposite The Edge Interactive Media, Inc., Edge Games, Inc. and Timothy Langdell before the High Court of Justice of England and Wales (the "Witness Statement"). I hereby reaffirm that all statements by me in the Witness Statement were and remain true and correct, including my statements that the purported email exchange that Timothy Langdell submitted before the UKIPO was falsified, including by: (a) altering the subject line of Timothy Langdell's initial email and the time it was sent; (b) removing the wording in the subject line of my purported response email; and (c) changing wording in and removing wording in my response email.

12. I visited and reviewed the web page to which the URL [www.edgegames.com/licensees](http://www.edgegames.com/licensees) resolves at the time of this declaration. A true and correct copy of that web page is included at Exhibit E to this declaration. I observe that toward the top of the web page of EIM successor company Edge Games, Inc. alongside the unauthorized use of the VELOCITY MICRO logo appears the following statement “the Website Statement”):

Velocity Micro’s award-winning EDGE game PCs were manufactured and sold under license from EDGE/THE EDGE as a result of an amicable arrangement between Velocity and EDGE. Velocity Micro’s PCs were available online from various top retailers such as Fry’s Electronics, Best Buy, Sears, Target, Staples, Amazon, and Costco. Velocity no longer selling EDGE brand PCs. EDGE GAMES now sells them direct.

13. Several aspects of the Website Statement are wrong. First of all, the settlement was not at all amicable. Second, based upon my extensive knowledge of the industry, having been a participant in the industry for over thirty years, and given my detailed knowledge of the present-day computer game machine marketplace and competitive landscape, and particularly the gaming computer equipment field, I believe that Edge Games, Inc. never has manufactured or sold, and presently is not manufacturing or selling, any computer gaming equipment under the mark EDGE, EDGE GAMES or otherwise, and that Edge Games, Inc.’s claim at the end of the Website Statement is false.

14. VH ceased selling any product branded with GAMER’S EDGE or EDGE by some time in 2014 or by early 2015 at the latest.



The signatory, being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like may jeopardize the validity of this submission, declares that all the statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

Dated: September 25, 2023

A handwritten signature in black ink, appearing to read 'RPC', is written over a horizontal line.

Randall Copeland

# **Exhibit A**



Legal Department  
Velocity Micro, Inc.  
7510 Whitepine Road  
Richmond, VA 23237

VIA FEDERAL EXPRESS

February 15, 2008

Re: Cease & Desist Demand

Our Registered Trademarks EDGE<sup>®</sup> / GAMER'S EDGE<sup>®</sup>

Dear Sirs,

It has been brought to our attention that you have been selling game computers using our registered trademarks EDGE and GAMER'S EDGE. We hereby demand that you immediately cease all use of our registered trademarks EDGE, GAMER'S EDGE, or any other variation of our EDGE marks, and that you confirm by immediate reply that you have so ceased all such use. We further demand that you report to us within 10 business days all use you have made of our marks EDGE, GAMER'S EDGE, and any other variant on our EDGE trademark, including but not limited to supplying us with all financials relating to all revenues received by you in respect to sales of game computers or any other goods or services which have used our registered marks, and that you further account to us for all use of our marks in any advertising or marketing materials since first use by your in any territory (with breakdowns as to revenues and use of the marks on a territory by territory basis, worldwide). We also demand that you recall all such infringing goods from the market and confirm that all game computers and other infringing goods manufactured by or for you and any marketing materials made by or for you and in your possession or control bearing our registered marks EDGE, GAMER'S EDGE (or any other EDGE mark) be immediately destroyed or (where practical) re-labeled to remove the EDGE marks and that proof of such destruction or re-labeling be provided to us by no later than the aforementioned deadline.

Last, we request that in compensation for the illegal use of our registered trademarks you to send us payment equal to the gross revenues you have received since your first use from the sale of any game computer bearing any of our trademarks or that you make an alternate proposal acceptable to us in settlement of this blatant infringement of our registered trademark rights by no later than close of business February 29, 2008. Should you fail to respond to this notice within the time permitted we retain the right to take such action necessary to compel you to cease use of our marks, and any other action to seek remedy and recompense for your infringement to the full extent of the law, and without further notice to you.

Yours sincerely,

Jack Phillips  
Legal Department

## **Exhibit B**

For assistance with TSDR, email [teas@uspto.gov](mailto:teas@uspto.gov) and include your serial number, the document you are looking for, and a screenshot of any error messages you have received.

STATUSDOCUMENTSMAINTENANCE


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Mark: GAMER'S EDGE

GAMER'S EDGE

US Serial Number:	78807446	Application Filing Date:	Feb. 05, 2006
US Registration Number:	3381826	Registration Date:	Feb. 12, 2008
Register:	Principal		
Mark Type:	Trademark		
TM5 Common Status Descriptor:		DEAD/REGISTRATION/Cancelled/Invalidated	
		The trademark application was registered, but subsequently it was cancelled or invalidated and removed from the registry.	
Status:	Registration cancelled by court order under Section 37.		
Status Date:	Apr. 17, 2013		
Publication Date:	Nov. 27, 2007		
Date Cancelled:	Apr. 17, 2013		

Mark Information

Mark Literal Elements:	GAMER'S EDGE
Standard Character Claim:	Yes. The mark consists of standard characters without claim to any particular font style, size, or color.
Mark Drawing Type:	4 - STANDARD CHARACTER MARK
Disclaimer:	"GAMER'S"

Related Properties Information

Claimed Ownership of US Registrations:	<a href="#">2219837</a> , <a href="#">2251584</a> , <a href="#">3105816</a>
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Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \*...\* identify additional (new) wording in the goods/services.

For: Computers; computer hardware; computer peripherals; computer games software; plug-on computer interface boards; computer accessories, namely, keyboards, mice, player-operated electronic game controllers for computers and electronic video game machines, computer memories, headphones, augmented reality headsets for use with computers and video game machines, virtual reality headsets for use with computers and video game machines, storage disc cases, video display and capture cards, sound cards, audio speakers, web-cameras, carrying cases and bags, all for carrying portable computers or computer accessories; video game software; video game consoles, namely, video game machines for use with televisions and video monitors; video game accessories, namely, joysticks made for video games, video game interactive control floor pads and mats, and video game interactive remote control units; video game peripherals, namely, external hard drives for computers and video game machines and other storage devices in the nature of plug-in memory devices that attach to the USB port which are commonly known as "flash drives" or "thumb drives" and video adapters in the nature of adapters which convert the video output of the computer or video game machine to the video input of a monitor or television; set top boxes, cable modems, dsl modems

International Class(es):	009 - Primary Class	U.S Class(es):	021, 023, 026, 036, 038
Class Status:	SECTION 37 - CANCELLED		
Basis:	1(a)		

First Use: Jun. 01, 1986

Use in Commerce: Jun. 01, 1986

Basis Information (Case Level)

Filed Use: Yes

Filed ITU: No

Filed 44D: No

Filed 44E: No

Filed 66A: No

Filed No Basis: No

Currently Use: Yes

Currently ITU: No

Currently 44E: No

Currently 66A: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: EDGE GAMES, INC.

Owner Address: 530 SOUTH LAKE AVENUE  
#171  
PASADENA, CALIFORNIA UNITED STATES 91101

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Attorney/Correspondence Information

Attorney of Record - None

Correspondent

Correspondent Name/Address: TIM LANGDELL  
EDGE GAMES INC  
530 SOUTH LAKE AVENUE  
#171  
PASADENA, CALIFORNIA UNITED STATES 91101

Phone: 6264494334

Correspondent e-mail: [uspto@edgegames.com](mailto:uspto@edgegames.com)

Fax: 6268444334

Correspondent e-mail Authorized: Yes

Domestic Representative

Domestic Representative Name: Dr. Tim Langdell

Fax: 6268444334

Domestic Representative e-mail: [uspto@edgegames.com](mailto:uspto@edgegames.com)

Phone: 6264494334

Domestic Representative e-mail Authorized: Yes

Prosecution History

Date	Description	Proceeding Number
May 01, 2013	CANCELLATION TERMINATED NO. 999999	51465
Apr. 17, 2013	CANCELLED SECTION 37-TOTAL	
Apr. 09, 2013	CANCELLATION GRANTED NO. 999999	51465
Dec. 13, 2010	CANCELLATION DENIED NO. 999999	51465
Nov. 12, 2010	NOTICE OF SUIT	
Jun. 24, 2010	NOTICE OF SUIT	
Mar. 31, 2010	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	67657
Oct. 26, 2009	PAPER RECEIVED	
Sep. 17, 2009	CANCELLATION INSTITUTED NO. 999999	51465
Dec. 18, 2008	TTAB RELEASE CASE TO TRADEMARKS	49162
Dec. 18, 2008	CANCELLATION TERMINATED NO. 999999	49162
Dec. 18, 2008	CANCELLATION DENIED NO. 999999	49162

May 16, 2008	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
May 16, 2008	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
May 07, 2008	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Apr. 09, 2008	CANCELLATION INSTITUTED NO. 999999	49162
Feb. 12, 2008	REGISTERED-PRINCIPAL REGISTER	
Nov. 27, 2007	PUBLISHED FOR OPPOSITION	
Nov. 07, 2007	NOTICE OF PUBLICATION	
Oct. 25, 2007	LAW OFFICE PUBLICATION REVIEW COMPLETED	69712
Oct. 24, 2007	APPROVED FOR PUB - PRINCIPAL REGISTER	
Oct. 24, 2007	EXAMINER'S AMENDMENT ENTERED	88888
Oct. 24, 2007	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	6328
Oct. 24, 2007	EXAMINERS AMENDMENT E-MAILED	6328
Oct. 24, 2007	EXAMINERS AMENDMENT -WRITTEN	82107
Sep. 26, 2007	AMENDMENT FROM APPLICANT ENTERED	69712
Sep. 26, 2007	CORRESPONDENCE RECEIVED IN LAW OFFICE	69712
Sep. 11, 2007	PAPER RECEIVED	
Mar. 13, 2007	FINAL REFUSAL E-MAILED	
Mar. 13, 2007	FINAL REFUSAL WRITTEN	82107
Mar. 01, 2007	AMENDMENT FROM APPLICANT ENTERED	69712
Mar. 01, 2007	CORRESPONDENCE RECEIVED IN LAW OFFICE	69712
Mar. 01, 2007	ASSIGNED TO LIE	69712
Feb. 01, 2007	PAPER RECEIVED	
Aug. 02, 2006	NON-FINAL ACTION E-MAILED	6325
Aug. 02, 2006	NON-FINAL ACTION WRITTEN	82107
Jul. 26, 2006	ASSIGNED TO EXAMINER	82107
Feb. 10, 2006	NEW APPLICATION ENTERED	

### TM Staff and Location Information

**TM Staff Information - None**

#### File Location

Current Location: TTAB

Date in Location: Apr. 17, 2013

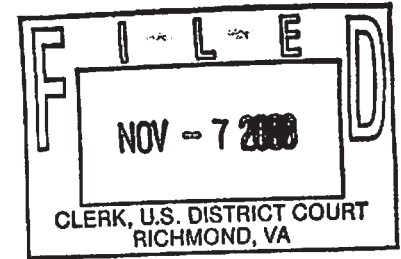
**Assignment Abstract Of Title Information - Click to Load**

**Proceedings - Click to Load**

## **Exhibit C**



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION



VELOCITY MICRO, INC.,

Plaintiff,

v.

THE EDGE INTERACTIVE MEDIA, INC.,

Defendant/Cross Plaintiff  
/Third Party Plaintiff

v.

BEST BUY, INC.,

Third Party Defendant.

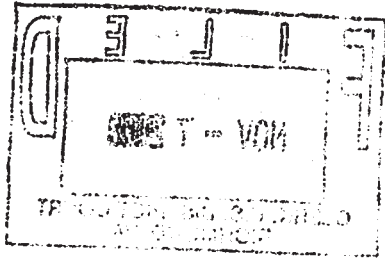
Civil Action Number 3:08cv135

**MEMORANDUM OPINION**

THIS MATTER is before the Court on Plaintiff's three Motions: (1) Motion to Dismiss Defendant's Counterclaim (Doc. No. 19); (2) Motion for Reconsideration of the Court's Order Denying Default (Doc. No. 21); and (3) Motion for Sanctions (Doc. No. 24). For the reasons below, this Court DENIES Plaintiff's Motion to Dismiss and Motion for Reconsideration, and GRANTS the Plaintiff's Motion for Sanctions.

**I. Background**

On February 29, 2008, Plaintiff Velocity Micro, Inc. ("Velocity") filed a Complaint against The EDGE Interactive Media, Inc. ("Edge Interactive") alleging trademark infringement, false designation of origin and description of fact, false advertising, unfair competition, and fraud on the U.S. Patent and Trademark Office. At the time Plaintiff's Complaint was filed, Edge Interactive was listed as a suspended



[Faint, mostly illegible text body consisting of several paragraphs of a memorandum or letter format.]

California corporation.<sup>1</sup> On March 5, 2008, Plaintiff amended their Complaint. The Amended Complaint was served on Tim Langdell, Edge Interactive's Registered Agent, on April 12, 2008. In response to numerous communications made by Jack Phillips, Vice President of Edge Interactive, contesting service of process and seeking extensions of time to Answer, this Court granted Edge Interactive four extensions of time to file a responsive pleading.<sup>2</sup> The final extension was granted on July 31, 2008. Pursuant to the July 31st Order, Edge Interactive was to obtain local counsel and submit a responsive pleading by August 21, 2008, or risk default.

Within the Court's allotted time, Edge Interactive, referring to itself as Edge Interactive a/k/a Edge Games, Inc., filed an Answer, together with a Counterclaim, and a Third Party Complaint against Best Buy, Inc., a distributor of Velocity's computers ("August 21st Answer and Counterclaim"). Because Defendant filed a timely Answer, Velocity's Motion for Entry of Default was denied. On September 10, 2008, Velocity entered a Motion to Dismiss Defendant's Counterclaim and a Motion for Reconsideration of the Court's Order Denying the Entry of Default stating that "as a suspended California corporation, Edge Interactive a/k/a Edge Games cannot obtain counsel nor can it participate in [any] legal proceeding." (Pl.'s Mem. in Supp. of Mot. to Dismiss 2.) Unbeknownst to the Court, on September 17, 2008, Velocity sent a Rule 11

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<sup>1</sup> Edge Interactive is a California corporation. (Answer ¶ 2.) According to the State of California's Franchise Tax Board, Edge Interactive was suspended effective April 2004. (Pl.'s Mem. in Supp. of Mot. to Dismiss, Ex. 8.) A Certificate of Revivor was not issued to the company prior to June 16, 2008. (*Id.*)

<sup>2</sup> In total, with the Court's four extensions, the Defendant was given an extra 150 days over the applicable rules to file a responsive pleading.

Safe-Harbor Notice to Edge Interactive, Edge Games, and their Counsel, Jeffrey H. Greger, demanding the withdraw of the August 21st Answer and Counterclaim, under threat of sanctions. Plaintiff's Safe-Harbor Notice alleged that both Defendant and their Counsel "made repeated misrepresentations to the Court to gain an improper advantage in this litigation." (Pl.'s Mem. in Opp. to Mot. to Withdraw and in Supp. of Mot. for Sanctions 10.)

On September 18, 2008, six days before a Response was due to Plaintiff's Motion to Dismiss and only one day after receiving Velocity's Safe-Harbor Notice, Mr. Greger moved this Court for Leave to Withdraw and for an Extension of Time. Velocity countered with a Memorandum in Opposition to Withdrawal and a Request for Sanctions. While Mr. Greger's Motion was pending, the Court was informed that Edge Interactive was issued a Certificate of Revivor from the California Franchise Tax Board, which restored Edge Interactive's status as a valid California corporation and further retroactively validated prior legal transactions. After due consideration, this Court granted Mr. Greger's Motion to Withdraw and denied his Motion for an Extension of Time. Further, on September 24, 2008, after learning of Edge Interactive's Certificate of Revivor, Velocity moved to withdraw sanctions against Attorney Greger. However, Velocity has not withdrawn their Motion for Sanctions against Edge Interactive.

## **II. Motion to Dismiss Defendant's Counterclaim, and Motion for Reconsideration of Order Denying Default**

As a procedural matter, a federal court may enter default against a defendant who has failed to plead or otherwise defend themselves, if that failure is shown by affidavit or otherwise. Fed. R. Civ. P. 55(a). Accordingly, failure to timely file an Answer to a

Complaint may subject the defendant to default. Under the federal rules, a defendant must file an Answer within 20 days of being served with a summons and complaint. Fed. R. Civ. P. 12(a)(1)(A). This filing period may be extended by the Court, with or without Motion. Fed. R. Civ. P. 6(b). However, a suspended California corporation may not participate in any litigation activities, including filing an Answer to a Complaint. See Fed. R. Civ. P. 17(b) (noting that the “[c]apacity to sue or be sued is determined . . . for a corporation, by the law under which it was organized”); Palm Valley Homeowners Ass’n v. Design Mtc., 85 Cal. App. 4th 553, 561 (Cal. App. 4th Dist. 2000) (stating that a suspended California corporation is unable to participate in litigation activities, and further noting that this rule is designed to advance California’s legitimate interest in “persuad[ing] its corporate citizens to pay their taxes. . . [and] comply with basic filing requirements, requirements that are fundamental to holding a corporation accountable for its actions”).

In the present matter, Velocity requests the Court notice that no valid Answer or Counterclaim has been made, and therefore grant their Motions for Default and Dismissal. In support of their Motions, Velocity offers two alternative arguments. First, Velocity argues that the August 21st Answer and Counterclaim was made by Edge Interactive, who at the time of filing was a suspended California corporation unable to participate in litigation, ergo, the filings were invalid and default and dismissal are proper. (Pl.’s Mem. in Supp. of Mot. to Dismiss and Mot. for Reconsideration 6–9.) Alternatively, Velocity argues that Edge Games, a purported separate legal entity, filed the August 21st Answer and Counterclaim and, as such, no Answer has been filed by Edge Interactive, therefore default is warranted. (Motions Hr’g, Oct. 27, 2008.)

As a threshold matter, this Court will address the substance of Velocity's second argument—who filed the August 21st Answer and Counterclaim? Clearly labeled in the filing's caption, Mr. Greger's signature block, and in various statements throughout the Answer and Counterclaim is the fact that the filing was made on behalf of "The Edge Interactive Media, Inc. a/k/a Edge Games, Inc." and that "Edge Interactive, Inc. is also known as Edge Games." (Def.'s Answer ¶¶ 1–3.) Based on these facts, Edge Interactive filed the Answer and Counterclaim.

While the Court is aware of contradictory statements made by Mr. Greger regarding the relationship between Edge Interactive and Edge Games, and ultimately regarding who actually filed the August 21st Answer and Counterclaim, this Court finds these conflicting statements were misrepresentations made on behalf of Edge Interactive as part of their concerted effort to mislead this Court and gain an unfair advantage in litigation. This Court further finds that Edge Games is not a party to this litigation, as it has never formally joined or intervened, and that Edge Games has no legal interest in the matter, as any assignment of interest made by Edge Interactive to Edge Games while the company was suspended is void *ab initio*.<sup>3</sup> As such, Edge Games did not, and could not, file a valid Answer and Counterclaim in this matter.

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<sup>3</sup> Edge Interactive was suspended from April 2004 to September 2008 and knew or should have known that they had no capacity to assign their trademark interests to Edge Games during this time. See Blackathorne Publishing, Inc. v. Black, Nos. 97-55656, 97-56058, 2000 U.S. App. LEXIS 1401, at \*5 (9th Cir. Jan. 28, 2000) (holding that Plaintiffs did not obtain ownership via assignment where the trademark holder was a suspended California corporation and therefore ineligible to conduct business); see also Timberline, Inc. v. Jaisinghani, 54 Cal. App. 4th 1361, 1365–66 (Cal. App. 2d Dist. 1997) (stating a suspended corporation is disqualified from exercising any right, power, or privilege, including prosecuting or defending an action, or appealing a judgment).



In terms of Velocity's primary argument—that Edge Interactive was suspended at the time of the filing and therefore could not participate in litigation—the Court agrees in part. Plaintiff's Motions were valid on the date of their filing, and would have likely resulted in the Court granting default and dismissal. However, on September 22, 2008, Edge Interactive was granted a Certificate of Revivor. (Greger's Supp. Mem. in Support of Mot. to Withdraw 2.) Under California law, a Certificate of Revivor retroactively validates otherwise invalid proceedings undertaken by a suspended corporation. Benton v. County of Napa, 226 Cal. App. 3d 1485, 1490 (Cal. App. 1st Dist. 1991) (stating that a company who "pays its taxes and obtains a Certificate of Revivor during the pendency of an action . . . may be allowed to carry on litigation, even to the extent of validating otherwise invalid prior proceedings"). Because Edge Interactive's Certificate of Revivor retroactively validated the Defendant's August 21st Answer and Counterclaim, Plaintiff's arguments for default and dismissal are denied. Accordingly, Defendant's Motion to Dismiss Defendant's Counterclaim and Motion for Reconsideration are DENIED.<sup>4</sup>

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<sup>4</sup> Defendant's arguments in opposition to Plaintiff's Motions to Dismiss and Reconsider Default are not helpful. The Defendant argues that both Motions should be denied by citing inapplicable law.

*First*, Defendant cites a California Court of Appeals case to state that a trial court has "abused its discretion where it either failed to grant a continuance to permit a suspended corporate defendant time to revive the corporation, or where it issued a default judgment even after the defendant had obtained a certificate of revivor." (Def.'s Opp. to Mot. for Reconsideration and Mot. to Dismiss 3.) While California law governs the effect of Edge Interactive's suspension, California law does not govern this Court's authority to enter a default judgment or grant a continuance. See Hanna v. Plummer, 380 U.S. 460, 465 (1965) (holding, consistent with Erie R. Co. v. Tompkins, 304 U.S. 64 (1938), and the Rules Enabling Act, 28 U.S.C. § 2072, that federal courts are to apply federal procedural law and state substantive law); Oklahoma Natural Gas Co. v. Oklahoma, 273 U.S. 257, 259–60 (1929) (holding a corporation's capacity to sue is not procedural or "controlled by the rules of the court in which the litigation pends . . . [but] concerns the fundamental law of the corporation enacted by the State which brought the corporation into being"); Maternally Yours v. Your Maternity Shop, 234 F.2d 538, 540

#### IV. Sanctions Against Edge Interactive

This Court has both statutory and inherent authority to impose sanctions, including attorneys' fees, against attorneys who abuse the judicial process in bad faith. See 28 U.S.C. § 1927 ("Any attorney or other person admitted to conduct cases in any court of the United States . . . who so multiplies the proceedings in any case unreasonably and vexatiously, may be required to satisfy personally the excess costs, expenses, and attorney's fees reasonably incurred because of such conduct."). This power is inherent in all courts and reaches conduct before the court and conduct beyond the court's confines, because the underlying concern that gives rise to the contempt power is not merely the disruption of court proceedings, but disobedience to the orders of the judiciary. Chambers v. NASCO, Inc., 501 U.S. 32, 44 (1991).

In the present case, Velocity contends that sanctions are warranted because Mr. Phillips, Vice President of Edge Interactive, has made untruthful statements to the Court regarding service of process and Mr. Langdell's relationship to Edge Interactive. Velocity's filings further request Rule 11 sanctions against Mr. Greger based on his misrepresentations of the relationship between Edge Interactive and Edge Games. While Velocity has withdrawn their request for sanctions against Mr. Greger, this Court

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n.1 (2d Cir. 1956) (noting that the Erie doctrine applies regardless of the ground for federal jurisdiction).

*Second*, the Defendant argues that granting default judgment could result in inconsistent judgments among related parties, assumedly implying the related parties are Edge Interactive and Edge Games. (Def.'s Opp. to Mot. for Reconsideration and Mot. to Dismiss 4–5 (citing Jefferson v. Briner, Inc., 461 F. Supp. 2d 430, 434 (E.D. Va. 2006), which holds that where multiple defendants are jointly liable and the non-answering party's claims are related to the answering defendant's, default is improper as it would result in inconsistent judgments).) However, this case and argument is not applicable as the only party in issue is Edge Interactive, Edge Games has not been joined, and Edge Games and Edge Interactive cannot be jointly liable.



finds that Edge Interactive's conscious strategy to mislead the Court and delay these proceedings encompassed Mr. Phillips's and Mr. Greger's misrepresentations. This Court therefore holds Edge Interactive responsible for all misrepresentations made by Phillips and Greger; the company will be sanctioned accordingly.

The Court specifically finds three misrepresentations that necessitate sanctions. First, Mr. Phillips informed the Court that Edge Interactive had not been served in this matter and, as a result, requested additional time to file a responsive pleading. (See Phillips Decl. ¶¶ 7–8, June 19, 2008 (stating that neither he “nor anyone else employed by [Edge Interactive] has received a copy of the complaint in this matter”); Phillips Decl. ¶ 4, July 21, 2008 (noting that “Edge Interactive has never received any documents or papers in respect to this matter . . . and thus there is no way that Edge Interactive could file responsive pleadings in this matter even if it does retain local counsel as there has been nothing received by Edge Interactive”).) These representations were made to the Court by phone and in two declarations, signed under penalty of perjury. (See Phillips Decl. ¶¶ 4, 7, July 21, 2008 (referencing a telephone conversation with the Court wherein Mr. Phillips states that Edge Interactive has never received any documents in this matter); see also Phillips Decl., June 19, 2008; Phillips Decl., July 21, 2008.) On the basis of these representations, the Court granted an additional extension of time to obtain local counsel and file a responsive pleading. (Ct's June 2, 2008 Order.)

In conjunction, Defendant represented that Mr. Langdell resigned from the company as its employee and agent for service of process prior to being served in this matter, and that Mr. Langdell has not received any communication related to this matter. (See Phillips Decl. ¶¶ 5–6, July 21, 2008 (stating that “Tim Langdell's

resignation pre-dated any action by Velocity Micro,” that Velocity “was clearly notified of Tim Langdell’s resignation from this corporation as its employee and as its agent for service,” and that Mr. Langdell has “not received any communication relating to this matter”); Pl.’s Mem. in Supp. of Mot. to Dismiss and Entry of Default, Ex. 10.

(producing a copy of a returned Eastern District of Virginia envelope addressed to Tim Langdell at Edge Interactive with the handwritten words “Gone Away Return to Sender” printed on its face).) This, in part, was the reason for the Court’s third and fourth extensions of time. (See Ct’s July 14, 2008 Order; Aug. 1, 2008 Order.)

These representations were subsequently proven to be false. Edge Interactive stated in their August 21st Answer and Counterclaim that Mr. Langdell “has been affiliated with The Edge Interactive Media Incorporated at all times pertinent to this dispute and has overseen the day-to-day operations of . . . Edge Interactive;” thus contradicting the statement that Mr. Langdell resigned from the company prior to Velocity’s filing of the Complaint. (Compare Countercl. ¶ 90 (confirming Mr. Langdell’s ongoing affiliation with Edge Interactive), with Phillips Decl. ¶ 6, July 21, 2008 (declaring that Mr. Langdell resigned from the corporation prior to the lawsuit).)

Further, Mr. Langdell was publicly listed as Edge Interactive’s Registered Agent for Service of Process with California’s Secretary of State as late as June 11, 2008. (Pl.’s Mem. in Supp. of Request for Entry of Default, Ex. 2.) While Edge Interactive claims that Mr. Langdell resigned as Registered Agent on February 21, 2008, prior to being served in this matter,<sup>5</sup> the proffered resignation form (RA-100) clearly states that the

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<sup>5</sup> Mr. Robert Brooke, attorney for Velocity, declares that “on April 12, 2008, legal service was made in person upon Tim Langdell . . . a copy of the Affidavit of Service was filed with the Court on May 14, 2008.” (Brooke’s Decl. ¶ 3, July 1, 2008.)

document was not filed with California's Secretary of State until May 30, 2008, *after* Mr. Langdell was served with a summons and Complaint. (Pl.'s Mem. in Supp. of Mot. to Dismiss and Entry of Default, Ex. 10.; see also Executed Summons, May 14, 2008.) Moreover, as the RA-100 form states, Mr. Langdell's resignation became effective after the document was filed, not merely after signing. See State of California Secretary of State Resignation of Agent Form RA-100, Instructions (stating that "upon filing Form RA-100, the authority of the agent for service of process to act in that capacity will cease and the Secretary of State will give written notice of the resignation to the entity"). Therefore, because Mr. Langdell was Edge Interactive's Registered Agent for Service of Process on April 12, 2008, the date he was served with a summons and Complaint, the Defendant's claims regarding lack of service of process, resignation of Mr. Langdell from Edge Interactive, and further claims that the Defendant has not received any communication related to this matter were clearly false.<sup>6</sup>

Edge Interactive's final misrepresentation was regarding the relationship between Edge Games and Edge Interactive, and was made by the company's previous counsel, Mr. Greger. In his Motion to Withdraw as Counsel, Mr. Greger states that his August 21st Answer and Counterclaim was "made on behalf of Edge Games, Inc. and not Edge

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<sup>6</sup> Mr. Phillips further stated in his July 21st Declaration that Edge Interactive's failure to open the Complaint or any Order of the Court places this matter "beyond dispute that Edge Interactive has yet to be served with this matter." (Phillips Decl. ¶¶ 6-7, July 21, 2008.) This argument further illustrates Mr. Phillips's and Edge Interactive's flagrant disregard of the rules of court and concerted effort to mock procedural safeguards in order to avoid default and obtain an unfair advantage in the litigation. Moreover, this narrow view fails to comport with the obligations undertaken by a corporation's Registered Agent for Service of Process whereby they agree that delivery to their Agent constitutes service, and further fails to explain why Edge Interactive did not ultimately challenge service of process when it made its August 21st Answer and Counterclaim.

Interactive Media, Inc., notwithstanding a lack of clarity between the two distinct legal entities.” (Greger’s Mot. to Withdraw 4.) These statements directly contradict the filing. (See Answer ¶¶ 1–3 (averring that the filing was made on behalf of “The Edge Interactive Media, Inc. a/k/a Edge Games, Inc.” and that Edge Interactive and Edge Games were the same company.”) These misrepresentations regarding the relationship of the two companies, made under penalty of perjury, served to further delay these proceedings, mislead the Court, and detract from the Court’s ultimate aim of allowing the parties to resolve the matter on its merits. The Court finds that these misrepresentations, while made by Counsel, are directly attributable to Edge Interactive as part of their deliberate strategy to obfuscate and mislead this Court in order to delay the Court’s determination of default. In their defense against sanctions, Edge Interactive focuses exclusively on this misrepresentation.

Edge Interactive asserts that Velocity contributed to the confusion in this case by asserting claims as to Edge Interactive when they knew that Edge Games had lawfully been assigned the underlying trademarks. (Def.’s Mem. in Opp. to Pl’s Mot. for Sanctions 2.) Further, the Defendant asserts that Velocity did not consent to Edge Interactive’s request to correct its erroneous Answer and Counterclaim,<sup>7</sup> an act the company claims is contrary to the purpose of the Rule 11 Safe-Harbor provision. (*Id.* at 3–4.) However, these contentions are misplaced because Edge Interactive, as a suspended corporation, could not lawfully assign the trademarks in interest to Edge

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<sup>7</sup> In Defendant’s most recent Motion for an Extension of Time to File a Response, Edge Interactive asked this Court to allow them to file a Motion to Substitute, Intervene, and/or Join Edge Games, Inc. into this litigation. (Def.’s Mem. in Supp. of Mot. for Extension of Time 1.) This Court summarily denied Defendant’s Motion.

Games. Further, even though the Rule 11 Safe-Harbor provision allows 21 days for a party to correct their erroneous filings, Edge Interactive contacted Velocity over 30 days after the Safe-Harbor Notice was given. As such, Edge Interactive's defense is no defense and the company will be sanctioned accordingly.

#### **IV. Conclusion**

The Defendant's deliberate efforts to mislead this Court and obtain an advantage in litigation has resulted in unnecessary procedural delays. Nevertheless, this Court granted Defendant Edge Interactive four extensions of time to file a responsive pleading in this matter. For the reasons set forth above, this Court holds that Edge Interactive filed a valid Answer within the allotted time, and therefore Plaintiff's Motion for Reconsideration of the Court's Order Denying Default is DENIED. Similarly, Plaintiff's Motion to Dismiss the Counterclaim is DENIED, as Plaintiff's only contention is that the Counterclaim was not valid because Edge Interactive was a suspended company, unable to participate in litigation.

This Court further holds that Edge Interactive's numerous misrepresentations were part of the company's conscious strategy to mislead the Court and unfairly delay these proceedings until they obtained a Certificate of Revivor. Accordingly, the Court GRANTS Plaintiff's Motion for Sanctions. Further, Plaintiff is hereby ORDERED to file affidavits outlining, with specificity, any attorneys' fees or other relevant costs and fees incurred as a result of Defendant's misrepresentations and the Court's granting of multiple extensions. This information should be submitted to the Court within ten (10) days of the date of this Order.

It is SO ORDERED.

/s/  
**James R. Spencer**  
**Chief United States District Judge**

Entered this 7<sup>th</sup> day of November 2008

Chief United States District Judge  
James R. Spencer  
/s/

## **Exhibit D**



**Claimant**  
**Randall Copeland**  
**First**  
**Exhibit RC1 - RC2**  
**3 December 2010**

**CLAIM NO HC09 CO2265**

**IN THE HIGH COURT OF JUSTICE**  
**CHANCERY DIVISION**

**B E T W E E N**

**FUTURE PUBLISHING LIMITED**

**Claimant**

**and**

**(1) THE EDGE INTERACTIVE MEDIA, INC**  
**(2) EDGE GAMES, INC**  
**(3) TIMOTHY LANGDELL**

**Defendants**

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**FIRST WITNESS STATEMENT OF**  
**RANDALL COPELAND**

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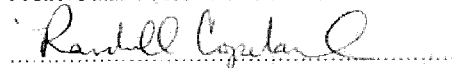
I, RANDALL COPELAND, of 7510 Whitepine Road, Richmond, Virginia, 23237 USA  
WILL SAY as follows:

- 1 I am president and CEO of Velocity Micro, Inc.
- 2 The matters stated in this witness statement are either within my own knowledge or belief or they are based on information and belief, in which case I state the source of the information and believe it to be true.
- 3 I understand that in support of his case in these proceedings, the Third Defendant, Dr Timothy Langdell has put before the Court:
  - (a) an email that he allegedly sent to me on 11 June 2010 at 10.26am; and
  - (b) my alleged response, sent on 14 June 2010 at 6.34am(together the "**Alleged Emails**"). Copies of the Alleged Emails are at Exhibit **RC1** to this statement.
- 4 The Alleged Emails are not the actual emails that I exchanged with Dr Langdell. True and accurate copies of the actual emails are reproduced (in relevant part) at Exhibit **RC2** to this statement (the "**Genuine Emails**").

- 5 The differences between the Alleged Emails and Genuine Emails are self-evident, but I note in particular that:
- (a) the title of Dr Langdell's Alleged Email has been changed from "*Entourage Systems, Inc.*" to "*Edge PC UK sales*";
  - (b) my Alleged Email in response has no title at all. The title has been amended to removed "*Entourage Systems, Inc.*" which is the matter I believed to be providing information for;
  - (c) the date and time of the Alleged Email from Dr Langdell to me has been changed. The time difference is not such that it could be explained by the different time zones;
  - (d) Dr Langdell's Alleged Email to me contains significant amounts of text which were not present in the Genuine Email, in particular wording that suggests the request relates only to "UK sales";
  - (e) my comment "Not sure why this helps" has been deleted in my Alleged Email in response;
  - (f) the time of my Alleged Email in response is different to that in the Genuine Email;
  - (g) the footer of my Alleged Email in response has been amended to remove my telephone number, email address and company website, even though the disclaimer below is still there.
- 6 I believe that the Alleged Emails have been amended to misrepresent my reply.
- 7 I should make clear that Dr Langdell's enquiry as to sales figures (as set out in the Genuine Emails) did not relate to UK sales as the Alleged Emails suggest. His request actually related to sales of our EDGE game PCs generally and the figure of over \$1 million for each year related to total sales of such products.
- 8 Having checked the figures for the purposes of this statement I can confirm that Velocity's actual sales to the UK for each of the years mentioned by Dr Langdell (i.e 2006, 2007, 2008 and 2009) were in fact \$0. Indeed, no sales relating to our "EDGE" branded products have been made to the UK for the last 5 years.

#### Statement of Truth

I believe that the facts stated in this witness statement are true.



Randall Copeland

Dated this 3 day of December 2010

Claimant  
Randall Copeland  
First  
Exhibit RCI  
3 December 2010

CLAIM NO HC09CO2265

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION

B E T W E E N

FUTURE PUBLISHING LIMITED

Claimant

and

(1) THE EDGE INTERACTIVE MEDIA, INC  
(2) EDGE GAMES, INC  
(3) TIMOTHY LANGDELL

Defendants

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EXHIBIT "RCI" TO THE  
FIRST WITNESS STATEMENT OF RANDALL COPELAND

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**From:** Tim Langdell  
**To:** Randy Copeland  
**Sent:** Fri, June 11, 2010 10:26:14 AM  
**Subject:** Re: Edge PC UK sales

Randy,

Our agreement does not require you to account to us separately for sales to the UK, but we rather urgently need some idea of UK sales for the past few years for a trademark case we are embroiled in there. We don't need specific figures since the issue is whether or not there has been only token use (which we of course know is not true), so if you could please give us an idea of sales along the lines of "not less than \$x for each of the years in question," that would suffice. The years we are interested in are 2006, 2007, 2008, and 2009. 2006-2007 would have been sales of "Gamer's Edge" brand PCs, of course, and then sales of "Edge" Brand PCs since then.

Thanks,

Tim

Dr. Tim Langdell  
CEO, Edge Games.

----- Original Message -----

**From:** Randy Copeland

**To:** Tim Langdell

**Sent:** Monday, June 14, 2010 6:34 AM

**Subject:** Re:

Tim,

The figure is way over \$1 million for each year.

Randy

---

Randall P Copeland, president & CEO

Velocity Micro, Inc. | 7510 Whitepine Rd, Richmond, VA 23237

THIS E-MAIL AND ANY FILES TRANSMITTED WITH IT ARE UNCLASSIFIED AND MAY BE RELEASED TO THE PUBLIC. IT IS YOUR RESPONSIBILITY TO PROTECT THIS INFORMATION FROM UNAUTHORIZED DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU SHOULD NOT DISSEMINATE, COPY, REPRODUCE, OR TAKE ANY ACTION BASED ON THE CONTENTS OF THIS E-MAIL. IF YOU HAVE BEEN RECEIVED THIS MESSAGE IN ERROR, PLEASE CONTACT THE SENDER AND DELETE THE MESSAGE FROM YOUR SYSTEM.

Claimant  
Randall Copeland  
First  
Exhibit RC2  
3 December 2010

CLAIM NO HC09CO2265

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION

B E T W E E N

FUTURE PUBLISHING LIMITED

Claimant

and

(1) THE EDGE INTERACTIVE MEDIA, INC  
(2) EDGE GAMES, INC  
(3) TIMOTHY LANGDELL

Defendants

---

EXHIBIT "RC2" TO THE  
FIRST WITNESS STATEMENT OF RANDALL COPELAND

---

**From:** Tim Langdell  
**To:** Randy Copeland  
**Sent:** Monday, June 14, 2010 11:09 AM  
**Subject:** Re: Entourage Systems, Inc.

Thanks Randy. It goes to showing so-called "non-token" use of the mark for PCs, which both you and I know is the case but stating some figure for each year just knocks that issue out of the ball park. "Over \$1 million" for each of these years achieves that fine. Thanks.

Tim

----- Original Message -----

**From:** Randy Copeland  
**To:** Tim Langdell  
**Sent:** Monday, June 14, 2010 7:34 AM  
**Subject:** Re: Entourage Systems, Inc.

Tim,

The figure is way over \$1 million for each year, but I have no desire to be more specific than that.

Not sure why this helps,

Randy

---

Randall P Copeland, president & CEO

Velocity Micro, Inc. | 7510 Whitepine Rd, Richmond, VA 23237  
phone: 804.897.6166 x208 | e-mail: [randyc@velocitymicro.com](mailto:randyc@velocitymicro.com) | web:  
[www.velocitymicro.com](http://www.velocitymicro.com)

**From:** Tim Langdell <[tim@edgegames.com](mailto:tim@edgegames.com)>  
**To:** Randy Copeland <[randyc@velocitymicro.com](mailto:randyc@velocitymicro.com)>  
**Sent:** Mon, June 14, 2010 9:45:23 AM  
**Subject:** Re: Entourage Systems, Inc.

Randy,

Our attorneys have made progress on this matter. To get a conclusion on it, though, they need to know the approximate revenues on EDGE game PCs for each of the past four years 2009, 2008, 2007, 2006. Can you rush those annual figures to me please? They don't need to be precise, a solid ball-park for each year would suffice.

Nearly have a resolution here, just need this data.

Thanks,

Tim

Claimant  
Randall Copeland  
First  
Exhibit RC1-RC2  
3 December 2010

CLAIM NO  
IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION

B E T W E E N

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(1) THE EDGE INTERACTIVE MEDIA,  
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(2) EDGE GAMES, INC  
(3) TIMOTHY LANGDELL  
Defendants

---

FIRST WITNESS STATEMENT OF  
RANDALL COPELAND

---

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Tel: 01483 302 264  
Fax: 01483 302 254

Ref: DCW.EMO.FU0899.27

Solicitors for the Claimant



# **Exhibit E**

Electronic & On-Line Publication of  
Future Publishing's

**EDGE**  
magazine

Electronic and On-line publication of Future Publishing's **EDGE magazine** from 1993 to date is under license from EDGE/THE EDGE through a perpetual and irrevocable license entered into between EDGE and Future in 2004.

(NO AFFILIATION - please note, this version of our website is intended for USA and other viewers worldwide, but not intended to be viewed from the United Kingdom. If you have accessed this website from the United Kingdom, then we are obliged to point out for your benefit that the above does not stand as a claim of relationship between EDGE Games and Future Publishing).



Velocity Micro's award-winning EDGE game PCs were manufactured and sold under license from EDGE/THE EDGE as a result of an amicable arrangement between Velocity and EDGE.

Velocity Micro's PCs were available online from various top retailers such as Fry's Electronics, Best Buy, Sears, Target, Staples, Amazon, and Costco.

Velocity no longer selling EDGE brand PCs. EDGE GAMES now sells them direct.



Datel (U.S.) sold their "The EDGE" Nintendo Wii controller under license from EDGE/THE EDGE as a result of an amicable arrangement between Datel and EDGE. The controller is available from various sources online. As of July 2011 it was still available from Datel Gaming themselves, alternatively there are various sources via Amazon:



amazon.com



The movie "The Edge" from 20th Century Fox was released under license from EDGE/THE EDGE as a result of an amicable arrangement between Fox and EDGE. It is likely still available on BluRay and can also be viewed online.

Buy on BluRay now online at Amazon.com

View online at Amazon.com



EDGEGAMER (TM) is the trademark of EDGE/EDGE GAMES and is used by EdgeGamers Organization under license from EDGE /EDGE GAMES as a result of an amicable arrangement between the owners of EdgeGamers Organization and EDGE.

Visit this organization:  
[www.edgegamers.com](http://www.edgegamers.com)



EDGEGAMERS (TM) is the trademark of EDGE/EDGE GAMES and is used by EdgeGamers Organization under license from EDGE/EDGE GAMES as a result of an amicable arrangement between the owners of EdgeGamers Organization and EDGE.

Visit this organization:  
[www.edgegamers.com](http://www.edgegamers.com)



EDGE/THE EDGE acquired rights to **EDGE** from Steven Grant and Gil Kane in the mid 1990s. Copies of the **EDGE** comic published by Shenzai Media (Marvel Comics) are available from various sources.

## LICENSED GAMES

As a result of amicable arrangements made with various other software publishers over the years, several "EDGE" games have been published all of which under license with EDGE/EDGE GAMES, with all rights arising from use of the game title vesting in EDGE/EDGE GAMES.

These include: **EDGE OF TWILIGHT** through a license with FurryCycles, **CROSS EDGE** through a license with NIS, **PLANET'S EDGE** through a license with New World Computing, and **ODALA LUMINUM: JOURNEY TO THE EDGE** under a license agreement with Broderbund Software. All these game titles are the trademarks of EDGE Games, Inc.



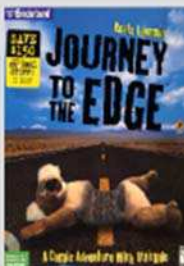
Available on STEAM



Available on AMAZON



Available on STEAM



"Children are our future." EDGE/THE EDGE donates 10% of its profits to charities and institutions for the benefit of children in need, at-risk children and sick & dying children.

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